

A RESOLUTION APPROVING THE  
PURCHASE OF CERTAIN REAL ESTATE  
FOR THE FORT WAYNE FIRE  
DEPARTMENT

WHEREAS, the City of Fort Wayne desires to purchase approximately 1.814 acres of land, specifically described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the City of Fort Wayne Fire Department desires to purchase this property in order to relocate one of its fire stations; and

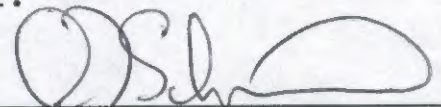
WHEREAS, the Fort Wayne Community School Board has agreed to sell this property to the City of Fort Wayne for Fifty-Five Thousand and no/100 Dollars (\$55,000.00).

WHEREAS, Sec. 11-2 of the Municipal Code of the City of Fort Wayne, Indiana, requires the Common Council approval of any purchase of real estate by the City.

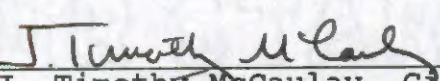
NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The purchase of real estate by the City of Fort Wayne, described in Exhibit "A," is hereby approved and agreed to. The appropriate officials of the City are hereby authorized to execute all documents necessary to accomplish said purchase.

SECTION 2. This Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney



TO: Fort Wayne Community Schools

OWNERS

DATE: 05/10/91

The undersigned (hereinafter called "Buyer") offers to purchase, upon the terms and conditions set forth below, the real estate in Allen County, Indiana, whose legal description is See attached legal description

Such real estate is hereinafter called the "Real Estate". Its street address is \_\_\_\_\_

TERMS AND CONDITIONS

The terms and conditions of this Agreement are as follows:

- 1. Purchase Price and Terms.** The purchase price shall be \$ 55,000, to be paid in accordance with the terms of Paragraph A (insert A, B, C or D):
  - A. Cash.** The entire Purchase price shall be paid in cash.
  - B. Cash With New Mortgage.** The entire purchase price shall be paid in cash, subject, however, to Buyer's being able to obtain within \_\_\_\_\_ days from date hereof a mortgage loan on the Real Estate for not less than \$ \_\_\_\_\_. If Buyer is unable to obtain such financing within that time, this Agreement shall then terminate and any earnest money deposited hereunder shall be refunded to Buyer without delay. Buyer agrees to make immediate application for such financing. If the financing is a discount points Seller agrees to pay such discount points not to exceed \$ \_\_\_\_\_.
  - C. Cash, Subject To Existing Mortgage.** Buyer shall pay approximately \$ \_\_\_\_\_ in cash and assume and agree to pay the unpaid balance of and to perform the provisions existing mortgage on the Real Estate held by \_\_\_\_\_ as mortgagee. Seller represents that the unpaid principal balance of such mortgage is approximately \$ \_\_\_\_\_ as of \_\_\_\_\_, 19 \_\_\_\_\_. Buyer shall begin to pay such unpaid balance by paying the payment due \_\_\_\_\_, 19 \_\_\_\_\_. Transfer fees, if any, required by the mortgagee shall be paid by \_\_\_\_\_.
  - D. Land Contract.** Buyer shall pay \$ \_\_\_\_\_ in cash, upon the execution of a land contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase price in monthly payments of not less than \$ \_\_\_\_\_ per month, including \_\_\_\_\_ % interest, computed \_\_\_\_\_, plus taxes and insurance. The land contract is to be written upon the Allen County Indiana Bar Association form.
- 2. Taxes and Assessments.** Buyer shall assume and pay the taxes upon the Real Estate due and payable in (May) (November), 19 \_\_\_\_\_, and all subsequent taxes. If the tax rate is not final, the last rate and value shall be used in this computation. Seller shall pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or which on the date of this Agreement are constructed or installed on or about the Real Estate or are serving the Real Estate.
- 3. Possession.** Possession of the Real Estate shall be delivered to Buyer on or before at closing. Rents, if any, shall be prorated as of the date of closing. Insurance shall be (prorated) (cancelled) as of the date of closing. Seller will pay all charges for utility services furnished the Real Estate until the date possession is delivered.
- 4. Improvements and Fixtures.** This offer includes all improvements and permanent fixtures used in connection with the Real Estate, including but not necessarily limited to electrical, gas, heating and plumbing fixtures, screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennas, trees, shrubs, flowers, fences, and \_\_\_\_\_. If any, now in or on the Real Estate and the same shall be fully paid and free of all liens and encumbrances at the time of closing, unless otherwise specified and agreed by Buyer.
- 5. Use.** Buyer represents that his intended use of the Real Estate requires a zoning classification of \_\_\_\_\_, and on the date of closing the Real Estate shall be in a district permitting such use.
- 6. Earnest Money.** As earnest money, Buyer deposits with the Seller's agent named below the sum of \$ 2,500. Upon acceptance of this offer by Seller, Buyer will deposit such agent additional earnest money in the sum of \$ 2,500.
- 7. Acceptance.** If this offer is accepted, it shall constitute an agreement between Buyer and Seller, binding and inuring to the benefit of them and their respective heirs and personal representatives. If, after acceptance, Buyer fails to complete the purchase as agreed, all earnest money shall be forfeited to Seller as liquidated damages and Seller shall have no other remedy at law or in equity.

If this offer is not accepted in writing on or before \_\_\_\_\_, 19 \_\_\_\_\_, it shall then expire, and all earnest money shall be returned to Buyer without delay.
- 8. Other Terms:**

This offer is subject to the City Council's approval of this purchase agreement within 60 days of the acceptance of the agreement.

- 9. Survey.** Seller shall furnish at Seller's expense a certificate of survey of the Real Estate showing the dimensions thereof and the location of all improvements, building lines and easements as of the date hereof. The survey shall include the setting or locating of corner stakes or pins.
- 10. Abstract of Title.** Prior to closing Seller shall furnish at Seller's expense a properly prepared Abstract of Title for the Real Estate, continued to a date after the date of this Agreement disclosing a marketable title in Seller. Buyer will have the abstract examined by his attorney and will submit a legal opinion thereon without unreasonable delay. Seller will make a reasonable time to meet such requirements, if any, as may be necessary to render marketable his title to the Real Estate according to the Standards of Marketability of Abstract Title as adopted by the Allen County Indiana Bar Association.
- 11. Closing.** This transaction shall be closed as soon as title to the Real Estate meets necessary legal requirements and Buyer obtains the necessary financing, if any, as hereinabove provided. At closing, Buyer shall make payment of the purchase price as provided in Section 1 above, and Seller shall deliver to Buyer a properly prepared and executed General Warranty Deed or Land Contract, conveying or contracting to convey the Real Estate and all improvements thereon in the same condition they now are, usual wear and tear excepted. The deed shall be accompanied by a Closing Affidavit. Seller shall assume the risk of loss or damage to the Real Estate and all improvements thereon until the delivery of the General Warranty Deed or Land Contract. In the event the Real Estate and all improvements thereon cannot be conveyed or contracted to be conveyed to Buyer in substantially their present condition, usual wear and tear excepted, this Agreement, at Buyer's election, shall not be binding upon Buyer, and earnest money deposited hereunder shall be returned to Buyer without delay.
- 12. Miscellaneous.** Buyer has personally inspected and examined the Real Estate and makes this offer in good faith. All the terms and conditions are stated herein, there being no verbal agreements. Headings are inserted for convenience only and do not constitute a part of this Agreement. Wherever necessary and where the context admits, the singular terms "Buyer" and "Seller" and their related pronouns include the plural, the masculine, and the feminine.

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

ADDRESS: One main St. Ft. Wayne

PHONE: 427-1112

ACCEPTANCE BY SELLER

The undersigned Seller accepts the above offer and agrees with its terms and conditions. Seller also agrees to pay its agent named below a commission of \$ \_\_\_\_\_, which shall be deducted from the first payment made to Seller. Seller also authorizes its agent to hold all money deposits in escrow until the closing of this transaction. This acceptance is subject, nevertheless, to the conditions, if any, immediately following:

APPROVED BY FWCS BOARD OF SCHOOL TRUSTEES 7/22/91.

DATE: 7/22, 19 91

SELLER: FORT WAYNE COMMUNITY SCHOOLS

ADDRESS: 1200 SOUTH CLINTON ST.

SELLER: \_\_\_\_\_

Donald E. Sell, Director, Business and Support Services PHONE: 425-7211

AGENT OF SELLER

As agent for Seller, the undersigned agent acknowledges receipt of earnest money deposited with him in the following amounts and on the dates indicated:

Date

Amount

Agent



ZOHRAB K. TAZIAN, P.E. & L.S.  
JOHN C. SAUER, L.S.  
SAM L. FAUST, L.S.

**zktazian**

ASSOCIATES, INC.  
345 WEST WAYNE STREET  
SUITE 202  
FORT WAYNE, INDIANA 46802  
PHONES: 219/424-3232  
219/424-3234 FAX

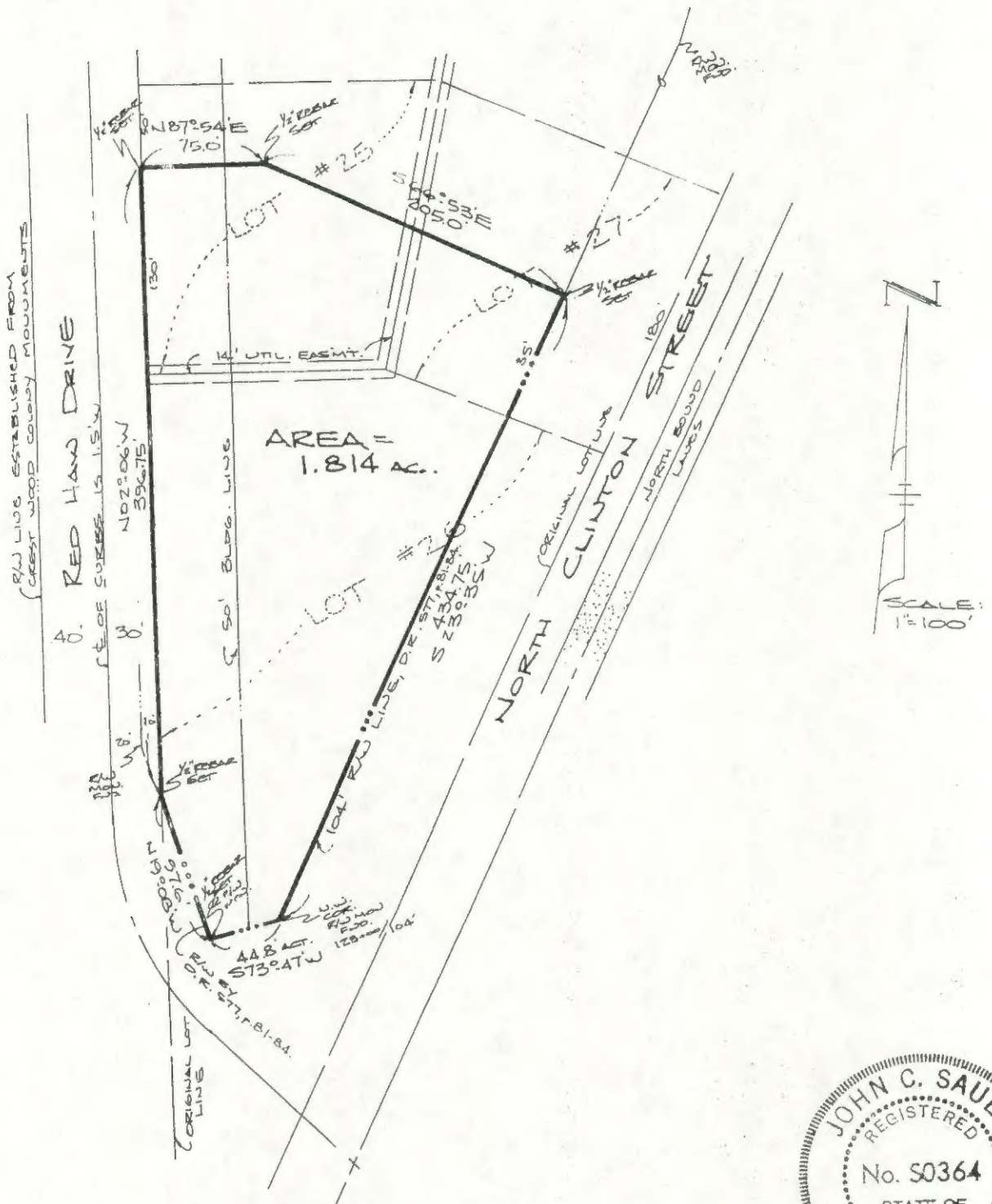
CIVIL ENGINEERING  
SURVEYING  
LAND PLANNING

## CERTIFICATE OF SURVEY

This document is a record of a resurvey of land and real estate prepared in conformity with established rules of surveying and made in accordance with the records or plat on file in the Recorder's office of Allen County, State of Indiana. The land described exists in full dimensions as shown hereon in feet. It is free from encroachments by adjoining land owners unless specifically stated below. Corners were perpetuated as indicated.

### DESCRIPTION OF REAL ESTATE

See Page 2 for Legal Description.



I hereby certify on the 6th day of May, 19 91 that the above survey is correct.  
Surveyed for: Fort Wayne Community Schools/City of Fort Wayne  
Survey No.: QU-142

*John C. Sauer*





ZÖHRAB K. TAZIAN, P.E. & L.S.  
JOHN C. SAUER, L.S.  
SAM L. FAUST, L.S.

**zk tazian**

ASSOCIATES, INC.  
345 WEST WAYNE STREET  
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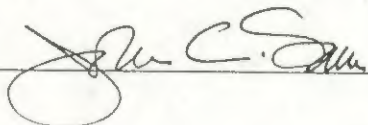
Parts of Lots numbered 25, 26 and 27 in DeLONG'S ADDITION, according to the plat thereof, recorded in Plat Book 25, page 88 in the Office of the Recorder of Allen County, Indiana, said parts all together being more particularly described as follows, to wit:

Beginning at the point of intersection of the West line of said Lot number 26 with the Easterly right-of-way line of Red Haw Drive (formerly Auburn Road) as established under right-of-way grant dated September 8, 1960 and recorded in Deed Record 577, pages 81-84 in the Office of said Recorder; thence North 02 degrees 06 minutes West (Indiana Department of Highways bearing and is used as the basis for the bearings in this description), on and along the West line of Lots numbered 26 and 25, a distance of 396.75 feet; thence North 87 degrees 54 minutes East, a distance of 75.0 feet; thence South 66 degrees 53 minutes East, a distance of 205.0 feet to a point on the Northwestern right-of-way line of North Clinton Street as established under said right-of-way grant; thence South 23 degrees 35 minutes West, on and along said Northwestern right-of-way line, a distance of 434.75 feet to the point of intersection of said Northwestern right-of-way line with the Northerly intersection right-of-way line of said Red Haw Drive as established under said right-of-way grant; thence South 73 degrees 47 minutes West, on and along said Northerly right-of-way line, a distance of 44.8 feet to the point of intersection with the Easterly right-of-way line of said Red Haw Drive; thence North 19 degrees 08 minutes West, on and along said Easterly right-of-way line, a distance of 97.6 feet to the point of beginning, containing 1.814 acres of land, subject to all easements, restrictions and limitations of record.

This property is in Zone X, outside the 500 year flood limits, according to Flood Insurance Rate Map No.18003C0165 D, effective September 28, 1990.

I hereby certify on the 6th day of May, 19 91 that the above survey is correct.

Surveyed for: Fort Wayne Community Schools/City of Fort Wayne  
Survey No.: QU-142







Read the first time in full and on motion by Edmonds seconded by Edmonds, and duly adopted, read the second time title and referred to the Committee on Public Community Affairs and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.

DATED: 8-13-91

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Edmonds seconded by Edmonds, and duly adopted, placed on its passage. PASSED lost by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>	<u>1</u>		<u>1</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA		<u>✓</u>		
HENRY				<u>✓</u>
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 8-27-91

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 22-44-91 on the 27th day of August, 1991.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

ATTEST  
Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of August, 1991 at the hour of 2:00 o'clock P. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 4th day of September 1991, at the hour of 9:00 o'clock A. M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR



DIGEST SHEET

TITLE OF ORDINANCE RESOLUTION

Q-91-08-04

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC SAFETY

SYNOPSIS OF ORDINANCE APPROVES THE PURCHASE OF REAL ESTATE TO  
RELOCATE ONE FIRE STATION.

EFFECT OF PASSAGE ALLOWS THE PURCHASE OF REAL ESTATE. FIRE  
STATION CAN BE RELOCATED.

EFFECT OF NON-PASSAGE REAL ESTATE CANNOT BE PURCHASED. FIRE  
STATION WILL NOT BE RELOCATED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \_\_\_\_\_

ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_

BILL NO. R-91-08-04

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GiaQUINTA, CHAIRMAN  
DONALD J. SCHMIDT, VICE CHAIRMAN  
BRADBURY, REDD, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (~~ORDINANCE~~) (RESOLUTION) APPROVING THE PURCHASE  
OF CERTAIN REAL ESTATE FOR THE FORT WAYNE FIRE DEPARTMENT

HAVE HAD SAID (~~ORDINANCE~~) (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(~~ORDINANCE~~) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*Mark E. GiaQuinta*

*Donald J. Schmidt*

*Don J. Burns*

*J. Bradbury*

DATED:

*8-27-91*

Sandra E. Kennedy  
City Clerk